

point to Mr. Maricou and the Chiefs. His Excellency desires me also to observe that the sacrifices made by the Indians for the purpose of erecting their Church are highly laudable and that the proposition of the Chiefs that a portion of the payment in question should be laid out in relieving the tribe from the debt which they have incurred in that behalf is worthy of consideration. As at present informed however he is of opinion that the pretension of the Chiefs or their Agent to receive or expend monies arising from the sale of Indian Lands is entirely without foundation and would be inconsistent with the tenure on which that property is held. The Legislature has recently passed an Act in which powers in reference to Indian Lands are conferred on a Commissioner to be appointed by the Gov. Genl. and a Gentleman will shortly be nominated to execute those functions.

The privileges granted to the Company are limited to those specified for in Mr. Jarrons letter of the 4th April 1850 and as stated to in the written communication received from the Indians in reference thereto, and the Company must if necessary be warned that no deviation from that agreement will be sanctioned by the Governor General without previous consultation with the Indians.

I have
Signed / R. Bruce
Supt. Genl.

Indian Office
Quebec 25 Nov. 1851.

Captain Anderson
S. J. to
Sir,

5564

In reply to your letter of the 19th Instant I am directed to state that in the Governor General's opinion legal proceedings ought now to be taken against Mr. Church and his Securities for the arrears of Rent due by that Gentleman as Lessee of the Mill in North Britha. A competent Surveyor on the spot or Mr. Adam Wilson J. C. of Toronto should be employed to institute the action in such form as may be considered most advantageous to the Indians. Should you however ascertain upon enquiry that neither the Lessee nor the Securities

are in a position to make good the Rent due or any portion of the same it may perhaps be more prudent simply to take the necessary steps on the part of the Department to determine the Lease; you will not however adopt that course without previous communication with this office.

Herewith transmit the Duplicate copy of the Lease which Mr. Jarvis sent to Major Campbell in 1847. I likewise enclose 2 Extracts from the correspondence which passed between Mr. Jarvis and Captain Higginson on the subject in 1844. You will perceive that Mr. Jarvis' letter of which we have both the original and his own office copy which was written nearly three months after the date of the execution of the Lease states that the term of the latter was five years. The alteration made in the instrument itself from five to twenty one years is an interlineation but there is nothing in this office to show at what period or by what authority that alteration was made. The other extract points out the method in which the rent was to be paid.

With respect to the ultimate sale of the property it appears to be doubtful whether a Surrender for or the Indians may not be requisite to enable the Department to carry that proposal into effect. I apprehend that it was purchased from Mr. Hurme for their benefit since the date of the general Surrender of the Reserve, and I have to request that you will enquire from the County Registrar in whose name the land is registered and what is the date of the Deed.

I have
Signed / R. Bruce
Supt. Genl.

P.S.

I find a letter from you dated 14th August 1847 suggesting the sale of the Lot and reporting that Mr. Church had frequently been applied to for Rent but in vain.